Guaranty of Payment.—A guaranty of payment for property shipped is held, in Hughes *v.* Peper Tobacco Warehouse Co. (N. C.) 1 L. R. A. (N. S.) 305, not to be effected by a warehouseman's reply to a letter requesting information about a broker, that he considered him reliable,—especially as all shipments would come to the warehouse, and payment "would be made by us to you for all sales."

Constructive Trust—Homestead.—A constructive trust is held, in Loomis *v.* Loomis (Cal.) 1 L. R. A. (N. S.) 312, not to have arisen under a deed, by a man to his wife, of the homestead property, with a proviso that after her death it was to go to another, she being entitled, on his death, to the absolute title to the property by right of survivorship.

Insurance Companies—Insolvency—Preferred Creditors.—The right of the state to a preference over other creditors for payment of losses and unearned premiums out of assets in the hands of a receiver of an insolvent insurance company is denied in State *v.* Williams (Md.) 1 L. R. A. (N. S.) 254.

Accident Insurance—Proximate Cause.—An injury to the hand, superinduced by numbness resulting from using it as a headrest during sleep, is held, in Ætna L. Ins. Co. *v.* Fitzgerald (Ind.) 1 L. R. A. (N. S.) 422, to be covered by insurance against injuries through external and accidental means.

Intoxicating Liquors—Constitutionality of Statute—C. O. D.—An enactment that a C. O. D. sale of liquors shipped to a local-option territory shall be deemed to be made there is held, in Keller *v.* State (Tex. Crim. App.) 1 L. R. A. (N. S.) 489, to be void on the ground that the state Constitution (commanding the enactment of certain local-option law, impliedly prohibited further legislation on the subject.

Board of Health—Licenses—Revocability.—A license granted by the board of health under statutory authority is held, in Lowell *v.* Archambault (Mass.) 1 L. R. A. (N. S.) 458, not to be revocable by the board in the absence of statutory authority, existing regulations of the board, or some provision in the license itself for its revocation.

License to Post Advertisements—Revocability.—The right to display a sign on the wall of a building, given in writing for a definite time for a valuable consideration, is held, in Levy *v.* Louisville Gunning System (Ky.) 1 L. R. A. (N. S.) 359, not to be revocable at will.

Salvage Companies—Assumption of Risk by Employee.—One who engages to work in saving property from the debris left by a fire is

held, in Gans Salvage Co. *v.* Byrnes, use of Higgins (Md.) 1 L. R. A. (N. S.) 272, to assume the risk of injury from falling walls, where the peril is open and obvious.

Master and Servant—Assumption of Risk.—A youth sixteen years old is held, in Mundhenke *v.* Oregon City Mfg. Co. (Or.) 1 L. R. A. (N. S.) 278, to have assumed the risk of injury plainly apparent from coming in contact with exposed gears, thc gh not expressly warned of the danger.

Master and Servant—Duty to Furnish Safe Appliances—Independent Contractor.—The right of an employee to hold his master liable for injuries caused by the latter's breach of duty to furnish an independent contractor with safe appliances for the performance of the work is denied in Miller *v.* Moran Bros.' Co. (Wash.) 1 L. R. A. (N. S.) 283.

Master and Servant—Habits and Character of Servant.—The diligence required of a master to learn the habits or characters of servants employed with due care is held, in Southern P. Co. *v.* Hetzer (C. C. A. 8th C.) 1 L. R. A. (N. S.) 288, to be reasonable diligence and care only.

Chattel Mortgages—After-Acquired Stock.—Taking possession of after-acquired stock in trade, under a chattle mortgage is held, in Burrill *v.* Whitcomb (Me.) 1 L. R. A. (N. S.) 451, to give the mortgagee precedence on a subsequent attachment.

Municipal Corporations—Legislative Authority.—The right of a municipality to legislate on subjects covered by statutes is denied in Thrower *v.* Atlanta (Ga.) 1 L. R. A. (N. S.) 382, in the absence of express legislative authority.

Negligence—Degree of Care—Owners of Places of Amusement.—The measure of duty of the owner of a place of amusement with respect to safety of places provided for the patrons is declared, in Williams *v.* Mineral City Park Asso. (Iowa) 1 L. R. A. (N. S.) 427, to be the exercise of reasonable care, and not the high degree of care analogous to that which a carrier is bound to exercise at common law.

Nuisances—Lawful Business.—A business which is authorized by law, and properly conducted at an authorized place, is held, in Atchison, T. & S. F. R. Co. *v.* Armstrong (Kan.) 1 L. R. A. (N. S.) 113, not to be a nuisance, on the theory that whatever is lawful cannot be wrongful.

Nuisances—Legislative Sanction as Defense.—The power of the legislature to authorize a railroad company to create a private nuisance